

**TOWN OF ENFIELD, CONNECTICUT  
REQUEST FOR PROPOSALS**

**HIGHWAY DIVISION**

**TREE SERVICES**

November 15, 2010

Sealed proposals for the services named above will be received at the Office of the Director of Finance until 11:00 a.m., Tuesday, November 30, 2010. Thereafter, proposals will be opened in public and read aloud.

Specifications and proposal documents may be obtained from the Office of the Director of Public Works, Stanley E. Jablonski DPW Complex, 40 Moody Road, Enfield, CT 06082, telephone number (860) 763-7599 or the Town's website, [www.enfield-ct.gov](http://www.enfield-ct.gov).

The Town of Enfield reserves the right to accept or reject any, all, or any part of proposals, to waive formalities or informalities and to award the proposal deemed to be in the best interests of the Town.

Lynn Nenni, Director of Finance  
EOE/AA

**TOWN OF ENFIELD, CONNECTICUT  
STANDARD INSTRUCTIONS TO PROPOSERS**

**HIGHWAY DIVISION**

**TREE SERVICES**

1. INTRODUCTION

The Town of Enfield is soliciting proposals for the above named services. If there are any conflicts between the instructions in these Standard Instructions to Proposers and any other proposal document(s), these Standard Instructions to Proposers shall prevail.

2. KEY EVENT DATES

Advertisement of Request for Proposals	November 15, 2010
Public Proposal Opening	11:00 a.m., Tuesday, November 30, 2010
Proposal Awarded (Not Definite)	December 3, 2010
Commencement of Work	Within ten (10) calendar days of Notice to Proceed

3. OBTAINING PROPOSAL DOCUMENTS

Specifications and proposal documents may be obtained from the Office of the Director of Public Works, Stanley E. Jablonski DPW Complex, 40 Moody Road, Enfield, CT 06082, telephone number (860) 763-7599 or the Town's website, [www.enfield-ct.gov](http://www.enfield-ct.gov).

4. PROPOSAL SUBMISSION INSTRUCTIONS

- A. One (1) original and two (2) copies of all proposals must be submitted in a sealed envelope clearly marked "Tree Services". If forwarded by mail or courier, the sealed envelope must be addressed to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082". Proposals must be at the Office of the Director of Finance by the time of the Public Proposal Opening date noticed in Section 2 titled Key Event Dates. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first proposal is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Proposal Form are NOT considered writing and must not be used.
- C. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the proposal.
- D. Proposals are considered valid for ninety (90) days after proposal(s) are opened. Proposers may not withdraw, cancel or modify their proposal for a period of ninety (90) days after proposal(s) are opened.

## STANDARD INSTRUCTIONS TO CONTRACTORS (continued)

- E. Proposals must be signed by an authorized person representing the legal entity of the Proposer.
- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the proposal form, or written on the proposal form.

### 5. PRESUMPTION OF PROPOSER BEING FULLY INFORMED

At the time the first proposal is opened, each Proposer is presumed to have read and be familiar with all contract documents for this project and has performed an on-site inspection of the work location. Failure or omission of the Proposer to receive or examine any information shall in no way relieve any Proposer from obligations with respect to their proposal.

### 6. INTERPRETATION OF ACCEPTABLE WORK

The specifications, proposal and contract documents are to be interpreted as meaning those acceptable to the Town of Enfield. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

### 7. TAX EXEMPTIONS

The Town of Enfield is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Contractors shall avail themselves of these exemptions.

### 8. INSURANCE

The Contractor awarded this proposal must provide a current Certificate of Insurance to the Director of Finance PRIOR to commencement of work, with the following requirements:

- A. General liability coverage limits for bodily injury, property damage, and personal injury, \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence.
- C. Contractual liability, \$1,000,000 per occurrence.
- D. Umbrella liability, \$1,000,000 each occurrence and \$1,000,000 general aggregate.
- E. Worker's Compensation, as required by Connecticut State statute.
- F. The "Town of Enfield" is to appear as an additional insured on all Certificates of Insurance for general liability and auto liability coverage.
- G. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Enfield.
- H. All insurance may not be canceled or modified without sixty (60) days written notice by registered U.S. Mail to: "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082".

## STANDARD INSTRUCTIONS TO CONTRACTORS (continued)

### 9. PROPOSAL SURETY

Proposers are required to furnish a proposal surety at the time the first proposal is opened in the amount of five thousand (\$5,000) dollars. The proposal surety should be in one of the following three (3) forms: (a) a bank certified check, (b) a bank check, or (c) a surety company bond. The surety company must be authorized to write such surety bonds in the State of Connecticut. Checks or bonds must be drawn to the order of "Director of Finance, Town of Enfield".

### 10. PERFORMANCE BOND AND PAYMENT BOND

To ensure the faithful execution of this proposal according to its provisions, the Contractor awarded this proposal must provide to the Town of Enfield, at the Contractor's expense, a performance and payment bond in the amount of five thousand (\$5,000) dollars. The bonds must be issued by a company authorized to write such surety bonds in the State of Connecticut. The bonds shall be drawn to the order of the "Director of Finance, Town of Enfield", and delivered to the Town **prior** to commencement of work.

### 11. GUARANTEE

The Contractor awarded this proposal shall guarantee all labor, material and workmanship for a period of one (1) year from the date of substantial completion as determined by the Town, as a condition of the performance bond. Five (5) percent of the total contract amount may be retained by the Town of Enfield for the duration of the guarantee period, or until the work is fully accepted by the Town, whichever is later.

### 12. PERMITS

The Contractor is solely responsible for obtaining all required permits, obtaining all necessary inspections and approvals and satisfying any and all fees. The Town will waive all Town of Enfield fees for building permits and inspections.

### 13. FAIR EMPLOYMENT PRACTICES

The Contractor agrees not to discriminate against any employee or applicant for employment in the performance of this proposal's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other conditions prescribed by State or Federal law.

### 14. CONTRACT PERIOD

It is anticipated that the initial Contract period shall be from December 15, 2010 to June 30, 2011. Subsequent one (1) year renewals, at the option of the Town of Enfield, may be available for two (2) additional years. Total contract period, including all options, shall not exceed thirty-six (36) months.

## STANDARD INSTRUCTIONS TO CONTRACTORS (continued)

### 15. STANDARD FORM OF CONTRACTUAL AGREEMENT

The Town will initiate as its standard form of contractual agreement whichever paragraph is checked below:

A. (\_\_\_) The Town of Enfield intends to execute the contract with the American Institute of Architects (AIA) document A101 titled, "Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum" 1987 edition.

B. (xxx) The Town of Enfield intends to issue a purchase order(s) to the Contractor(s) for the full amount of the proposal.

### 16. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

The Proposer agrees, **prior** to starting work, to follow the rules as outlined in 29 (CFR) Code of Federal Regulations. Specifically, to provide appropriate safety programs to the Superintendent of the Highway Division.

### 17. CRITERIA FOR PROPOSAL ACCEPTANCE

Proposals will be evaluated by a selection committee. The committee will grade and rank all proposals with respect to criteria specifically developed to examine the competence and suitability of prospective Contractors. The Town of Enfield's past experience with a firm will also be taken into consideration when awarding a contract under this Request for Proposals. The Town of Enfield reserves the right to conduct interviews with the Contractors. The contract will be awarded to the most qualified and responsible Contractor for the most reasonable cost. In order to qualify as responsible, a prospective Contractor must meet the following criteria as they relate to this Request for Proposals:

1. Background statement on who the Contractor is, discipline capabilities, principals, staff availability, location and financial stability.
2. Qualifications and position with firm of those individuals who will be assigned to the project. Include resume of key personnel.
3. Provide a list of similar tree services projects with references, names and addresses. References must include the contact person and telephone number.
4. Reasonableness of the approach in terms of the project's minimum proposal requirements.
5. Concluding statements as to why your team is best qualified to meet the needs of the Town and why your team should be selected.

## STANDARD INSTRUCTIONS TO CONTRACTORS (continued)

6. Additionally, all interested teams must submit a detailed statement including the organizational structure under which the team proposes to conduct business. Proposed sub-consultants shall be clearly identified. The relationship to any "parent" Contractor or subsidiary Contractors, with any of the parties concerned, must be clearly defined.
7. A State of Connecticut Arborist license is necessary in order to quote on or perform tree trimming or pruning under this proposal. **Please include a copy of the license with proposal.**
8. The Contractor shall provide copies of Certified Criminal Background Checks issued by the Connecticut State Police for all employees, **prior** to the employee working under this proposal.

### 18. SELECTION PROCESS

The Town will use a fast track process. The selection committee will review the submittals and recommend an award.

Any questions concerning this Request for Proposals are to be directed to David Tuttle, Highway Superintendent. Mr. Tuttle may be contacted at the Public Works Complex, 40 Moody Road, Enfield, CT, telephone 860 763-7524.

### 19. CONTENTS OF PROPOSAL

1. An overall introduction to the invitation.
2. An overall work plan for achieving compliance with the minimum requirements of the Request for Proposal.
3. An explanation of the role of the Contractor as it relates to Town staff, including the division of work between the Contractor and Town staff.
4. The project's cost shall be a proposal of an hourly rate from the Contractor to perform the services requested with these specifications.
5. Identification and background of the Contractor's personnel involved.
6. A list of clients for whom the Contractor has performed services similar to those described in this Request for Proposal.
7. The proposal shall be signed by an individual authorized to bind the Contractor and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day (or longer) period. It should include name, title, address and telephone number of individuals with authority to negotiate and contractually bind the company and who also can be contracted during the period of proposed evaluation.

## STANDARD INSTRUCTIONS TO CONTRACTORS (continued)

8. The Contractor must submit a statement of the firm's equal opportunity and affirmative action policies.

### 20. PROJECT DESCRIPTION

The services required shall involve various tree services from removal to trimming on trees located on Town property.

1. Two (2) day reporting to perform work on trees within the Town.
2. If service is required on less than five (5) trees, the Town will request the Contractor to schedule the work within ten (10) working days.
3. Emergency service shall be on a twenty-four (24) hour notice basis. These cases would include storm and vehicle damage where the work exceeds that of Town forces.

### 21. AWARDING THE PROPOSAL

The Town of Enfield reserves the right to accept or reject, any, all, or any part of proposals, to waive formalities or informalities and to award the proposal deemed to be in the best interests of the Town.

It is the Town's policy to not award proposals to those who owe Town of Enfield prior year(s) property taxes.

The "Proposal Awarded" date in Section 2 titled Key Event Dates is the date the proposal is anticipated to be awarded. It is not a date certain.

The lowest priced proposal is NOT the sole determining factor when awarding this proposal.

**END OF STANDARD INSTRUCTIONS TO CONTRACTORS**

**TOWN OF ENFIELD, CONNECTICUT  
PROPOSAL FORM**

**TREE SERVICES**

[PROPOSAL FORM REQUIRED RESPONSES]

Under penalty of perjury and other remedies available to the Town of Enfield, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded this proposal, it is agreed this forms a contractual obligation to provide services at fees specified in this Proposal Form, subject to and in accordance with all instructions, proposal and contract documents, including any addenda, which are all made part of this proposal.

<u>ITEM 1.</u>	TREE REMOVAL	per hour:	\$ _____
		per day:	\$ _____
<u>ITEM 2.</u>	TREE TRIMMING/PRUNING*	per hour:	\$ _____
		per day:	\$ _____
<u>ITEM 3.</u>	STUMP REMOVAL <u>UNIT COST</u>	0" – 12":	\$ _____
		13" – 24":	\$ _____
		25" - 36":	\$ _____
		36" +	\$ _____
<u>ITEM 4.</u>	AFTER NORMAL HOURS SERVICES (emergency call outs)	per hour:	\$ _____

**\*A State of Connecticut Arborist License is necessary to quote on this item. A copy of license must be included with proposal.**

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Person

\_\_\_\_\_  
Company Title of Authorized Person

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address of Company

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile number